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UNIVERSITY OF SOUTHERN CALIFORNIA
8

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11

12 DOE JEWISH USC FACULTY
MEMBER 2004 and DOE JEWISH
13 USC STUDENT 1987, Individually
14 And On Behalf of All Others Similarly
Situated,

15 Plaintiffs,
16

17 v.

18 Trustees of THE UNIVERSITY OF
SOUTHERN CALIFORNIA, a private
19 public benefit corporation; and DOES 1
through 100, inclusive,
20

21 Defendants.
22

Case No. 2:24-cv-05712 FLA (SSC)

**DEFENDANT'S RESPONSE
TO THE COURT'S ORDER
TO SHOW CAUSE WHY
ACTION SHOULD NOT BE
REMANDED FOR LACK OF
SUBJECT MATTER
JURISDICTION**

**(AMOUNT IN CONTROVERSY
UNDER CAFA)**

1 **INTRODUCTION AND SUMMARY OF ARGUMENT**

2 Defendant University of Southern California (“USC” or the “University”)
3 submits this response to the Court’s Order to Show Cause (“OSC”) “why this action
4 should not be remanded for lack of subject matter jurisdiction because the amount in
5 controversy does not exceed the jurisdictional threshold” of \$5 million required by
6 the Class Action Fairness Act (“CAFA”). Dkt. 9 at 3.

7 Plaintiffs—a Jewish faculty member and a Jewish graduate student—sued USC
8 in connection with recent campus protests concerning the Israel-Hamas war. *See* Dkt.
9 1, Ex. A-7 (First Amended Complaint or “FAC”). The Court should reject plaintiffs’
10 claims for the reasons stated in USC’s motion to dismiss. Dkt. 10. ***USC denies that***
11 ***it has any liability in this matter whatsoever.*** That said, the Court must assume the
12 merits of plaintiffs’ claims when evaluating its jurisdiction under CAFA, including
13 when calculating the amount-in-controversy (“AIC”). *Campbell v. Vitran Exp., Inc.*,
14 471 F. App’x 646, 648 (9th Cir. 2012).¹ The AIC “does not mean likely or probable
15 liability; rather, it refers to *possible* liability.” *Jauregui v. Roadrunner Trans. Servs.*,
16 *Inc.*, 28 F.4th 989, 994 (9th Cir. 2022) (quotation marks omitted). Applying these
17 required assumptions to plaintiffs’ allegations, the AIC easily exceeds \$5 million.

18 ***First***, plaintiffs’ possible civil rights damages satisfy the AIC requirement
19 standing alone. With treble damages in play, Los Angeles juries have awarded—and
20 the California Court of Appeal has upheld—damages awards as high as \$180,000 per
21 individual plaintiff for emotional distress arising from antisemitic discriminatory
22 conduct. *See Paletz v. Adaya*, No. B247184, 2014 WL 7402324, at *3 (Cal. Ct. App.
23 2014) (upholding Unruh Act damages arising from antisemitic discrimination at a
24 hotel pool). With a minimum class of 100—and in all likelihood thousands of Jewish
25 students at USC—the AIC is easily satisfied by possible civil rights damages for the

26 _____
27 ¹ Post-removal dismissal for failure to state a claim, as USC seeks (*see* Dkt.
28 10), does not divest the Court of subject matter jurisdiction. *See, e.g., Dougherty v.*
Drew Univ., 534 F. Supp. 3d 363, 382 (D.N.J. 2021).

1 students alone. Faculty claims and statutory attorney’s fees push the AIC even higher.

2 *Next*, the putative student class seeks contract damages because they were
3 allegedly “robbed of their college and graduate school experience” which cost
4 “\$200,000” each. FAC ¶¶ 20, 90. Of course, USC denies this. But if plaintiffs
5 were—as they claim—*entirely* deprived of their college experience despite paying
6 tuition, a bare-minimum class of 100 Jewish students results in a potential contract
7 damages exposure of \$20 million on top of the possible civil rights damages. To be
8 more conservative, if only the spring semester tuition is considered for the minimum
9 class of 100, there is at least \$3.4 million at stake just for breach of contract.

10 *Third*, plaintiffs seek sweeping forms of injunctive relief, including enjoining
11 the University from accepting “outside funding” from certain named and unnamed
12 organizations. *Id.* ¶ 113; *see also id.* ¶¶ 4, 10. The cost of complying with this request
13 alone would be substantial. USC is a non-profit, public benefit institution that relies
14 extensively on grants and the generosity of its donors. Precluding USC from applying
15 for grants or receiving donations from certain named and unnamed organizations
16 would likely cause USC to lose millions of dollars in funding. In particular, recent
17 donations from organizations related to those expressly named by plaintiffs in the
18 FAC exceed \$2.8 million. Many of these organizations give donations on a recurring
19 basis. It is reasonable (and conservative) to value the University’s cost to comply
20 with plaintiffs’ requested donation ban at a minimum of \$2.8 million. It could be
21 much more if plaintiffs’ ban includes donations by other groups that plaintiffs
22 consider to be “wealthy Democrat Party donors.” *Id.* ¶ 4.

23 While this case should be dismissed on the merits, it easily meets CAFA’s \$5
24 million floor based on plaintiffs’ allegations, even with conservative assumptions
25 about the size of the class, the damages plaintiffs seek, and the cost of plaintiffs’
26 requested injunctions. The Court should not remand.

27 **RELEVANT BACKGROUND**

28 Plaintiffs are “a Jewish Professor employed by and at USC” (the “Faculty

1 Plaintiff”) and a Jewish “hybrid Physical Therapy student.” *Id.* ¶¶ 21, 32, 35.

2 Plaintiffs allege that in the spring of 2024, USC, “fearful of demonstrations”
3 around the country, and losing funding from “the Hamas-supporting Biden
4 Administration,” “allowed” “Jew-hating Hamas-supporting campus terrorist[]
5 antisemites” to build an on-campus “[e]ncampment.” *Id.* ¶ 1. According to plaintiffs,
6 many of these “Campus Terrorists” were “paid outside agitators” who were
7 “instigated and funded” by, among other groups, the “Soros Foundation,”
8 “Rockefeller Brothers Fund,” and the “Tides Center.” *Id.* ¶ 4. Plaintiffs assert that
9 these “Campus Terrorists” perpetrated a “rei[g]n of terror” (including “paint[ing]
10 swastikas”) that lasted “for weeks on end” placing Jewish students and faculty “at
11 severe emotional and physical risk.” *Id.* ¶¶ 2, 6, 17.

12 Plaintiffs claim they were targets of intentional discrimination and intentional
13 torts by (or at least aided by) the University. *See id.* ¶¶ 63–82 (state civil rights claims
14 under Bane, Unruh and Ralph Acts), 95–107 (intentional tort claims). Plaintiffs also
15 claim that they were harmed by USC’s negligence (*id.* ¶¶ 83–88), and that the
16 University breached a contract with its students, who were “robbed of their college
17 and graduate school experience” which cost them “over \$200,000” each (*id.* ¶¶ 20,
18 89–94). All of this, plaintiffs say, caused them to experience severe emotional
19 distress, fear, and anxiety. *Id.* ¶¶ 2, 5-6, 17, 30, 54. Plaintiffs seek “damages in an
20 amount in excess of the jurisdictional limits” of the state court “to be shown at the
21 time of trial,” as well as attorney’s fees. *Id.* p.26; *see also id.* ¶ 20. Plaintiffs also
22 seek supposedly “institutional, far-reaching, and concrete” change at USC imposed
23 through court-ordered injunctive relief, including barring the University from
24 accepting “outside funding” by certain allegedly antisemitic donors. *Id.* ¶¶ 20, 113.

25 Plaintiffs purport to bring a class action—asserting claims on their own behalf
26 as well as on behalf of *all* “Jewish Professors and Faculty members and Jewish
27 Students.” *E.g., id.* ¶ 63; *but see* Dkt. 10, at 19–21 (explaining why the class
28 allegations should be stricken). Plaintiffs allege that USC has “over 7,000 full-time .

1 . . . faculty members” and that “a substantial number” are “Jewish faculty members.”
2 FAC ¶ 62. Plaintiffs’ complaint does not specify the number of Jewish USC students.

3 On July 8, 2024, USC filed a Notice of Removal (“NR”) pursuant to CAFA,
4 supported by a declaration from its University Registrar, Frank Chang (“Chang
5 Decl.”). Dkt. 1 (NR); Dkt. 1-Ex. B (Chang Decl.); *see* 28 U.S.C. § 1332(d)(2). The
6 Chang Declaration establishes that over 100 individual students enrolled in Spring
7 2024 had self-reported their religious affiliation as Jewish to the University. Chang
8 Decl. ¶¶ 3–4; NR ¶ 14. This includes students from other states (*i.e.*, New York), and
9 citizens of foreign countries (*i.e.*, Guatemala). Chang Decl. ¶ 4.

10 The Court’s OSC is a “two-pronged inquiry into the facial and factual
11 sufficiency of Defendant’s demonstration of jurisdiction.” OSC at 3. USC meets
12 both tests, and a preponderance of the evidence shows that this case meets CAFA’s
13 requirements. *See Enomoto v. Seimens Industry, Inc.*, No. 22-56062, 2023 WL
14 8908799, at *2 (9th Cir. 2023) (question of whether challenge was facial or factual
15 did not matter because defendant “met its burden either way”).

16 ARGUMENT

17 I. LEGAL STANDARD

18 CAFA vests original jurisdiction in district courts over a putative class action
19 when (1) the AIC exceeds \$5 million, (2) minimal diversity is met with at least one
20 putative class member, and (3) the putative class exceeds 100 members. 28 U.S.C. §
21 1332(d)(2), (5). The removing party bears the burden of proving these elements,
22 *Abrego v. The Dow Chem. Co.*, 443 F.3d 676, 682–83 (9th Cir. 2006), which “are the
23 full extent of what subject matter jurisdiction demands,” *Kuxhausen v. BMW Fin.*
24 *Servs. NA LLC*, 707 F.3d 1136, 1140 n.1 (9th Cir. 2013). Once shown, the burden
25 shifts to a party who seeks remand to demonstrate that a CAFA exception applies.
26 *See id.* “[N]o antiremoval presumption attends cases invoking CAFA.” *Dart*
27 *Cherokee Basin Op. Co., LLC v. Owens*, 574 U.S. 81, 89 (2014). AIC is determined
28 “at the time of removal.” *Ibarra v. Manheim Invs. Inc.*, 775 F.3d 1193, 1197 (9th Cir.

1 2015). “[P]ost filing developments do not defeat jurisdiction if jurisdiction was
2 properly invoked at the time of filing.” *Arias v. Residence Inn by Marriott*, 936 F.3d
3 920, 929–30 (9th Cir. 2019) (plaintiff’s stipulation that AIC was less than \$5 million
4 must be ignored).

5 The AIC is “simply the amount at stake in the underlying litigation.” *Jauregui*,
6 28 F.4th at 994 (quotation marks omitted). “Importantly, that . . . does not mean likely
7 or probable liability; rather, it refers to *possible* liability.” *Id.* (quotation marks and
8 alterations omitted). In other words, the AIC turns on the defendant’s total potential
9 “damages exposure”—not an estimate of likely damages. *Ibarra*, 775 F.3d at 1198.
10 “[I]n assessing the amount in controversy, a court must assume that the allegations of
11 the complaint are true and assume that a jury will return a verdict for the plaintiff on
12 all claims made in the complaint.” *Campbell*, 471 F. App’x at 648. In short, the
13 defendant must only “plausibly show that it is reasonably possible that the potential
14 liability exceeds \$5 million.” *Greene v. Harley-Davidson, Inc.*, 965 F.3d 767, 771–
15 72 (9th Cir. 2020) (applying preponderance standard and reversing remand).

16 USC is entitled to rely on reasonable assumptions to meet its burden. *See*
17 *Jauregui*, 28 F.4th at 993; *Greene*, 965 F.3d at 771 (defendant may use “chain of
18 reasoning” to meet preponderance burden if the assumptions are “reasonable”). The
19 Court applies a “maximum assumption” that “is reasonable in light of plaintiff’s
20 allegations.” *Arias*, 936 F.3d at 925; *see also Mills v. Rescare Workforce Servs.*, No.
21 2:20-cv-10860-FLA, 2022 WL 843461, at *3 (C.D. Cal. 2022) (“‘An assumption may
22 be reasonable if it is founded on the allegations of the complaint.’”) (quoting *Arias*
23 936 F.3d at 925). Statutory attorney’s fees available to plaintiffs and the costs of
24 compliance with injunctions are included in the total AIC. *Fritsch v. Swift Trans. Co.*
25 *of Ariz., LLC*, 899 F.3d 785, 794 (9th Cir. 2018).

26 **II. PLAINTIFFS’ POSSIBLE DAMAGES EXCEED THE MINIMUM AIC**

27 Plaintiffs’ claims fail on the merits; no damages are likely. *See* Dkt. 10. But
28 assuming the merits—as CAFA requires—USC’s “*possible* liability” easily surpasses

1 \$5 million. *Jauregui*, 28 F.4th at 994; *see Campbell*, 471 F. App'x at 648. The math
2 is simple: the Court takes the size of the class and multiplies it by the potential
3 damages for each member. *See Jauregui*, 28 F.4th at 994–95.²

4 **A. Plaintiffs' Class Size**

5 Plaintiffs' putative class encompasses all "Jewish Professors and Faculty
6 members and Jewish Students." *E.g.*, FAC ¶ 63; NR ¶ 14. As the Chang Declaration
7 shows, over 100 students enrolled in Spring 2024—the time period in question—have
8 self-identified to the University as Jewish. Chang Decl. ¶¶ 3–4; NR ¶ 14.

9 As explained below, even using the most conservative calculation of damages
10 based on a minimum class size of 100 students, USC satisfies the AIC. However, this
11 minimum class size of 100 does not include the Faculty Plaintiff nor the "substantial
12 number" of the 7,000-plus full-time USC faculty members that plaintiffs claim are
13 similarly situated. FAC ¶ 62. Further, there are likely many more Jewish students at
14 USC than the 100-plus students who self-identified as Jewish to the University. USC
15 Hillel—an independent organization described as "the center of Jewish Life at
16 USC"—"engag[es] over 1,500 unique USC students each year" and estimates there
17 are 4,000 Jewish students at USC. Request for Judicial Notice ("RJN") at 2, Ex. G.

18 **B. Plaintiffs' Potential Damages**

19 As explained below, even assuming the *minimum* class size of 100, there is at
20 least \$5 million possibly at stake from civil rights damages and attorney's fees,
21 contract damages, and the costs of complying with plaintiffs' requested injunctions.

22 **Civil Rights Damages.** Plaintiffs assert violations of California's Bane Act
23 (Count 1), Unruh Act (Count 2), and Ralph Act (Count 3). Because violations of
24 California's civil rights laws are targeted only at *egregious* and *intentional* acts, *see*

25
26 ² The OSC raises only CAFA's AIC requirement. OSC at 3. The record already
27 shows that the putative class has at least 100 members and that at least one member
28 of the class is a citizen of foreign country and therefore diverse from USC (a citizen
of California). *See* NR ¶ 14, 21–24; Chang Decl. ¶ 4.

1 *Reese v. Cnty. Of Sacramento*, 888 F.3d 1030, 1040, 1043 (9th Cir. 2018); FAC ¶19,
2 violations can result in significant damages. All three acts entitle plaintiffs to recover
3 damages under California Civil Code § 52, consisting of actual damages (including
4 for emotional distress) *in addition to* statutory treble damages or a minimum statutory
5 amount, whichever is greater. *See* Cal. Civil Code §52(a). Plaintiffs’ civil rights
6 claims, if successful, also include statutory attorney’s fees. *Id.* §§ 52(a), 52.1(i).

7 The Court may consider evidence of emotional distress jury verdicts in other
8 cases in estimating the AIC. *See, e.g., Reese v. Daikin Comfort Techs. Distribution,*
9 *Inc.*, No. 2:24-CV-00050-AB-MAR, 2024 WL 1580168, at *6 (C.D. Cal. 2024)
10 (noting emotional distress verdicts ranging from \$56,000 to \$2.25 million and
11 crediting the verdict in a roughly “analogous” case); *c.f. Greene*, 965 F.3d at 773
12 (defendant could “meet its burden” that amount of punitive damages was “reasonably
13 possible” by citing a case using the same damages ratio).

14 In cases involving allegations of antisemitic discrimination, Los Angeles juries
15 have awarded—and California appellate courts have upheld—significant damages
16 awards for intentional violations of civil rights laws resulting in emotional distress.
17 *Paletz v. Adaya* is illustrative. 2014 WL 7402324; *see also* No. SC110870, 2012 WL
18 6123494 (Cal. Super., L.A. Cnty. 2012) (Revised Judgment on Jury Verdict). There,
19 18 individual plaintiffs sued a hotel owner who shut down a pool party fundraiser
20 supporting the Israeli Defense Forces because the plaintiff party attendees were
21 Jewish. 2014 WL 7402324, at *1–2. Trial testimony showed that the defendant
22 “made anti-Semitic remarks,” stared at partygoers “for at least an hour and a half,”
23 and intentionally shut down the party “motivated by discrimination.” *Id.* at *4.

24 The jury found for *all* the individual plaintiffs, awarding each of them between
25 \$26,000 and \$180,000 in compensatory and statutory damages under the Unruh Act.
26 *Id.* at *3. The mean award was \$66,555 and the median award was \$55,000. *See*
27 2012 WL 6123494, at *56–57 (pdf pages). The California Court of Appeal upheld,
28 in relevant part, the compensatory and statutory damages under the Unruh Act. *See*

1 *id.* at *1–2, 9–10, 20–21.

2 However conclusory or implausible, plaintiffs’ theory of the case must be
3 accepted as true when assessing the AIC. And plaintiffs’ allegations here are at least
4 as severe as those in *Paletz*. Here, plaintiffs assert that protestors—encouraged by
5 the University—called for “death to Jews” and “paint[ed] swastikas” in a “rei[g]n of
6 terror” of “severe and pervasive” antisemitism. FAC ¶¶ 2, 7, 11, 17. And while the
7 plaintiffs in *Paletz* were excluded on a single occasion, plaintiffs here claim to have
8 been subjected to offensive conduct and mistreatment for “weeks on end.” *Id.* ¶ 74.

9 Accepting as true plaintiffs’ allegations, the damages awards in *Paletz* are a
10 conservative estimate of the amount at stake here. Taking the minimum class size of
11 100 and applying the highest damages awarded in *Paletz* (\$180,000), the total amount
12 of possible civil rights damages here is \$18 million. Applying the mean or median
13 damages award from *Paletz*, the damages here would be \$6.6 million or \$5.5 million.

14 Here is a second, independent route to sufficient AIC: the Unruh Act allows
15 recovery of a minimum statutory damages (\$4,000) for “each and every offense”
16 where “full and equal accommodations” are denied or deterred. Cal. Civ. Code §§
17 51(b), 52(a); *see Johnson v. Cala Stevens Creek/Monroe, LLC*, 401 F. Supp. 3d 904,
18 913 (N.D. Cal. 2019) (awarding \$12,000 in Unruh Act statutory damages for two
19 denials and one deterrence). Plaintiffs allege that these Unruh Act violations
20 “continue[d] for weeks on end” (FAC ¶ 74) and the Faculty Plaintiff asserts protestors
21 engaged her for “three (3) weeks” (*id.* ¶ 28). Though USC disputes plaintiffs’
22 allegations, if each member of the minimum class experienced just one violation per
23 weekday for three weeks (15 instances), then CAFA’s floor is met *solely* with
24 statutory minimum damages (\$4,000 x 15 x 100 = \$6 million). The AIC rises to \$16
25 million if all 4,000 Jewish students were subjected to just one violation. *See* FAC
26 ¶¶ 3, 6 (asserting that all Jewish students experienced discrimination).

27 **Attorney’s Fees.** Though USC denies liability here, each of the Bane, Unruh,
28 and Ralph Acts entitle plaintiffs to attorney’s fees if they prevail. Cal. Civ. Code

1 § 52(a). Attorney’s fees of 25% is a reasonable (and conservative) assumption. *See*
2 *Altamirano v. Shaw Indus., Inc.*, 2013 WL 2950600, at *13 (N.D. Cal. 2013) (for AIC
3 under CAFA, adding 25% of the AIC on the claims for relief to account for attorneys’
4 fees); *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491–92 (E.D. Cal. 2010)
5 (citing cases where federal judges approved fee awards ranging from 30% to 33% and
6 approving fees of 33% of award). This Court has found a defendant’s assumption of
7 25% in attorney’s fees “plausible” and a “reasonable estimate” for purposes of
8 CAFA’s AIC on a facial attack. *See Mills*, 2022 WL 843461, at *8–9. Attorney’s
9 fees increase the AIC even further above the \$5 million threshold.

10 **Contract Damages.** While the possible civil rights damages are sufficient in
11 two independent ways, plaintiffs’ alleged contract damages further increase the AIC.
12 Plaintiffs allege USC must “pay damages” because they and the class “have been
13 robbed of their college and graduate school experience,” for which they “paid over
14 \$200,000.” FAC ¶¶ 20, 90. Elsewhere in the FAC, plaintiffs say that USC has been
15 “one of the worst centers of academic anti-Semitism in the United States” for
16 “decades” and “aware” of antisemitism “for years.” *Id.* ¶ 11. USC, of course,
17 **strongly** disagrees. But taking the plaintiffs’ allegations at face value, as the Court
18 should in this inquiry, \$20 million in contract damages are possible for a class of 100.

19 But to be conservative, assume the breach of contract damages apply to only a
20 shorter time period. USC’s combined tuition and fees for the past academic year were
21 \$68,237 (RJN at 1, Exs. A, B), which is approximately \$34,000 per semester or \$8,500
22 per month. Taking only the spring semester for the minimum class of 100, the
23 contract damages possible are \$3.4 million. If the damages are solely for the time of
24 the protests (“weeks on end” being a month), the contract damages possible are
25 \$850,000 for the minimum-sized class. *See* FAC ¶¶ 17, 28–29, 89–94; *cf. Camden v.*
26 *Bucknell Univ.*, No. 4:23-CV-01907, 2024 WL 760232, at *5 (M.D. Pa. 2024)
27 (crediting university for part of the semester prior to Covid disruptions in tuition
28 refund litigation). Possible contract damages—alone—would be \$34 million for a

1 class of 4,000 Jewish students for just one month (4,000 x \$8,500).

2 **III. COST OF COMPLIANCE WITH INJUNCTION INCREASES AIC**

3 Plaintiffs also ask the Court to “compel[]” USC “to implement institutional,
4 far-reaching, and concrete remedial measures.” FAC ¶ 20. While plaintiffs fail to
5 specify precisely the injunction they want, at the very least they seek an order banning
6 USC from accepting donations and grants from certain outside funders, including
7 entities associated with the Soros Foundation, the Rockefeller Brothers, and the Tides
8 Center, as well as unnamed “wealthy Democrat Party donors.” *See id.* ¶¶ 4, 113.

9 The requested injunction would “preclude Defendant from accepting
10 donations,” a significant cost of compliance. *See United Poultry Concerns v. Chabad*
11 *of Irvine*, No. CV 16-01810-AB, 2017 WL 2903263, at *3 (C.D. Cal. 2017)
12 (estimating lost donations 10 years into the future to establish the AIC), *vacated and*
13 *remanded on other grounds*, 743 F. App’x 130 (9th Cir. 2018). Publicly available
14 information shows that between 2016 to 2023, USC received at least \$2,830,000 from
15 the sources that plaintiffs identify by name: \$1.88 million from the Open Society
16 Foundations, founded by George Soros, \$250,000 from the Tides Foundation, and
17 \$700,000 from the Rockefeller Foundation. *See* RJN at 1–2, Exs. C, D, E, F.

18 Of course, the University is not entitled to any particular future donation. But
19 just as past donations were indicative of the likely cost of compliance in *United*
20 *Poultry*, the Court may use this figure as a reasonable and minimum estimate of the
21 cost of enjoining the University from accepting future donations.

22 **IV. CONCLUSION**

23 USC meets its burden to satisfy CAFA’s AIC requirement, and USC has
24 entirely satisfied its burden at this stage of the case. *See Kuxhausen*, 707 F.3d at 1140
25 n.1. Moreover, the Court’s show cause order raised only the AIC issue. Should
26 plaintiffs assert CAFA exceptions—where plaintiffs bear the burden—USC requests
27 an opportunity to respond. *Id.* (once defendant meets its burden to show CAFA
28 requirements, plaintiff has burden to prove exception applies for remand).

1
2 Dated: July 26, 2024

Respectfully submitted,

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4 JONES DAY

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6 By: /s/ Rasha Gerges Shields
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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Defendant University of Southern California, certifies that this brief is limited to 10 pages, as required by the Court's OSC (Dkt. 9), and that this brief contains 3,519 words, which complies with the word limit of L.R. 11-6.1 and Standing Order 6(c).

Dated: July 26, 2024

Respectfully submitted,

JONES DAY

By: /s/ Rasha Gerges Shields

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